

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 34	
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER  <b>SMY300-010-Q-0437</b>		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME  <b>ANDREW SANTIAGO</b>			b. TELEPHONE NUMBER (no collect calls)  <b>603 2168 4989</b>		8. OFFER DUE DATE/ LOCAL TIME <b>May 13, 2010 / 1500 hours</b>
9. ISSUED BY  <b>General Services Office American Embassy. 376 Jalan Tun Razak, 50400 Kuala Lumpur</b>			CODE		10. THIS ACQUISITION IS  [ x ] UNRESTRICTED [ ] SET ASIDE % FOR [ ] SMALL BUSINESS [ ] SMALL DISADV BUSINESS  [ ] 8(A)  SIC:  SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [ ] SEE SCHEDULE  13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION [X] RFQ [ ] IFB [ ] RFP
15. DELIVER TO  <b>American Embassy Kuala Lumpur</b>			CODE		16. ADMINISTERED BY  <b>Contracting Officer, American Embassy, Kuala Lumpur</b>		
17a. CONTRACTOR /OFFEROR CODE			FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NO.				<b>Financial Management Office U.S. Embassy Kuala Lumpur</b>			
[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>MOBILE PHONE &amp; BLACKBERRY HARDWARE &amp; SERVICES</b>  (See attached)					See Section 1	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.							
[x] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.							
[x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED
				<b>LORI J. ANTOLINEZ</b>			
32a. QUANTITY IN COLUMN 21 HAS BEEN [ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
				[ ] PARTIAL [ ] FINAL			
				36. PAYMENT [ ] COMPLETE [ ] PARTIAL [ ] FINAL			37. CHECK NUMBER
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE	38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449, RFQ NUMBER SMY300-010-Q-0437 PRICES, BLOCK 23

## SECTION 1 - THE SCHEDULE

### 1. SCOPE OF CONTRACT

The contractor shall provide mobile telephone and blackberry hardware and services to U.S. Embassy in Kuala Lumpur (collectively referred to as "the Government"). The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead and profit. The Government will pay the Contractor on a monthly basis for standard services that have been satisfactorily performed.

Temporary Additional Services are services that are defined as "Standard Services" but are required for a fixed and limited duration in addition to the recurring service. These services shall support special events. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The Contracting Officer shall order these services on an as-needed basis. This work shall not be subcontracted. The Contracting Officer may require the Contractor to provide temporary additional services with 24-hour advance notice.

The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the Supervisory General Services Officer's or Contracting Officer's written confirmation for the temporary additional services.

### II. PERIOD OF PERFORMANCE

The contract will be for a one-year period from the date of the contract award, with one year option to renew.

### III. PRICING

Base year – Estimated Quantities June 15, 2010 to June 14, 2011

	Description	Estimated Quantity	Type Each	Monthly Cost	GST 5%	Total cost per month	Total cost One Year (12 month)
1	Mobile services. Corporate Value Plan	166	Monthly				
2	Blackberry Services Subscription Rate Plan	55	Monthly				
3	Itemize Billing	166	Monthly				
	Total :						

Base Year Total Annual fixed price for standard Services : RM\_\_\_\_\_

First Option year – Estimated Quantities June 15, 2011 to June 14, 2012

	Description	Estimated Quantity	Type Each	Monthly Cost	GST 5%	Total cost per month	Total cost One Year (12 month)
1	Mobile services. Corporate Value Plan	175	Monthly				
2	Blackberry Services Subscription Rate Plan	65	Monthly				
3	Itemize Billing	175	Monthly				
	Total :						

First Option Year Total Annual fixed price for standard Services : RM\_\_\_\_\_

During this contract period, the Government shall place orders totaling a minimum of RM1,000.00  
This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed RM550,000.00. This reflects the contract maximum for this period of performance.

Base Year \_\_\_\_\_  
Option Year 1 \_\_\_\_\_

**Grand Total** \_\_\_\_\_

**CONTINUATION TO SF-1449, RFQ NUMBER SMY300-010-Q-0437**

**INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT  
SCHEDULE OF SERVICES, BLOCK 20**

**1. PERFORMANCE WORK STATEMENT**

This solicitation is for mobile telephone and BlackBerry hardware and services. The Government requires approximately 166 mobile phones lines and 55 BlackBerry devices, initially for official purposes. The Contractor shall provide complete mobile phone and BlackBerry device services for the Government. Services provided shall include:

(A) For Mobile Phone

- Mobile Telephone equipment
- Calls within Malaysia
- International calls
- International roaming
- Wireless Application Protocol (WAP)
- SMS messaging
- Voice Mail
- 24 hour Customer service
- Detailed Billing of calls made
- Data Services

(B) For BlackBerry

- BlackBerry equipment
- Unlimited email capability within Malaysia
- International calls
- International roaming
- Wireless Application Protocol (WAP)
- SMS messaging
- Voice Mail
- Data Services
- Detailed Billing of calls made
- 24 hour Customer service
- 24 hour technical support

The Contractor shall ensure that the connection through its network is of the highest quality possible and shall be uninterrupted, clear and with no static. Network problems shall be remedied immediately, and the COR must be immediately informed of any problems, and their resolution.

**1.1 EQUIPMENT PACKAGE**

(A) Mobile Phone: The basic package shall include but is not limited to the following items:

- Mobile Phone device
- Batteries (at least Li-Ion)
- Battery charger

- Hands free kit
- User Manual

(B) BlackBerry: The basic package shall include but is not limited to the following items:

- BlackBerry device
- Batteries ( at least Li-Ion)
- Battery charger
- Hands free kit
- Multiple user adapter
- User manual

## 1.2 CALLS WITHIN MALAYSIA

The contractor shall ensure on a 24-hour basis at least 90% local network coverage around Malaysia with special consideration to all urban areas and main traffic routes.

## 1.3 INTERNATIONAL CALLS

The Contractor shall ensure on a 24-hour basis international connectivity with the USA, all European countries and all other worldwide countries that data and telephone services are available.

## 1.4 INTERNATIONAL ROAMING

The contractor shall provide as extensive international roaming connectivity as possible, with special interest of the Government for roaming within all Asia and the USA.

## 1.5 WIRELESS APPLICATION PROTOCOL (WAP)

The contractor shall provide Internet connection through their network to the Wireless Application Protocol (WAP) Internet sites.

## 1.6 SMS MESSAGING

The contractor shall provide access to around the clock SMS messaging.

## 1.7 VOICE MAIL

The Contractor shall provide Voice Mail services in English and Bahasa Malaysia language. Voice Mail Box shall be prepared for each number separately as per standard practice.

## 1.8 CUSTOMER SERVICE

The contractor shall provide technical support for setting up voice mail, roaming questions, questions on the phone features, number changes, lost or stolen telephone or device reporting and manufacturer's warranty information, and all other matter concerning the mobile telephone or device services through the Contractor's Project Manager.

## 1.9 DETAILED BILLING

The Contractor shall provide monthly breakdown of calls made by individual number. The breakdown shall clearly show:

- Called Number
- The Time And Date Of The Call
- The Duration Of The Call
- Price

1.9.1 The monthly lists of calls made shall be forwarded to the Contracting Officer's Representative (COR) at the beginning of each month for the previous month to the following address:

General Services Office  
U.S Embassy  
376 Jalan Tun Razak  
50400 Kuala Lumpur

## 2.0 INVOICING

2.1. The Contractor shall submit monthly invoices to the COR at the address shown in paragraph 2.4 below. A proper invoice must include the following information.

- Contractor's name and bank account information for payments by wire transfer
- Invoice Date
- Contract number
- A summary showing a listing of each line with total monthly price in local currency for that line. A detailed invoice for each agency has to be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule
- A detailed list of all calls made for each line
- Prompt payment discount (if any)
- Name, title, phone number, and address of person to contact in case of defective invoice

2.2. If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days. The Contractor must then submit a proper invoice.

2.3. The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

2.4. The contractor will send all invoices to the following address:

Financial Management Office  
U.S. Embassy  
376 Jalan Tun Razak  
50400 Kuala Lumpur

2.5. Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice

- 2.7. The Government will provide annual direct exemption of Value Added Tax (VAT); according to host country VAT laws.

3. KEY PERSONNEL: THE PROJECT MANAGER

- 3.1 The Project Manager must be able to converse in English and Bahasa Malaysia. The Contractor shall assign to this contract the following key person:

POSITION/FUNCTION

NAME

Project Manager

- 3.2 During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

- 3.3 After the first 90 days of performance, the Contractor may substitute a key person (designated backup) if the contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

- 3.4 The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

4. PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable Malaysian laws.

5. GOVERNMENT FURNISHED PROPERTY

- 5.1 The Government shall provide no Government furnished property under this contract.

6. CONTRACTOR FURNISHED PROPERTY

- 6.1 Based on pool subsidy or negotiated price, the contractor shall supply 50% of hardware necessary for each phone and each blackberry line for base year and the remaining 50% during the beginning of the option year. The exact models provided must be approved by the Government.

- 6.2 The contractor may recommend to the Government to use with its services other cell phone brands besides the brand currently own by the Government.



6.3 In respect to new lines added during the contract term, the contractor shall supply the respective new hardware (cell phone or blackberry device) at the time the new line is added.

## 7. ADDITION OF NEW LINES

The contractor will provide a fully functional, SIM card, telephone number and appropriate security codes to the COR within 24 hours after receiving a modification to the contract.

## 8. NON-OFFICIAL LINES

This Contract is valid only for official Government needs.

## 9. DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to a person except as may be necessary in the performance of the contract.

## 10. TECHNOLOGICAL REFRESHMENT

After contract award, the Government may pursuant to FAR clause 52.212-4, Contract Terms and Conditions –Commercial Items, paragraph (c), Changes, request changes within the scope of the contract. These changes may be required to improve performance, or react to changes in technology.

The contractor may propose for the Government's technological refreshment substitution or addition for any provided product(s) or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has or has not formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitution.

Such substitution or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

- (a) The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.
- (b) The proposed product(s) shall have capacity, performance, or functional characteristics equal or greater than the current product(s).
- (c) The proposal shall discuss the impact on hardware, services and delivery schedules. The cost of changes not specifically addressed in the proposal shall be borne entirely by the contractor.
- (d) Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment increasing or decreasing the contract price may be required and any other affected provisions of this contract shall be made in accordance with this clause, the Changes clause, and other applicable clauses of the contract.

#### 11. SPECIAL SHORT TERM PROMOTION

For the entire contract duration, the Contractor will offer the Government the option to take advantage of any promotional programs that it offers and that is suited for use by Government staff. The Government at its own discretion will have the option to take or reject the opportunity.

#### 12. DELIVERY ORDERS

The Contracting Officer will issue delivery orders to order phone or devices and services to the Contractor for performance of work under this contract. If an order is given orally, it will be followed up by a written delivery order within 7 days.

#### 12. TRAINING

The contractor shall provide, at no additional cost, training to all Government employees who received a mobile phone and BlackBerry devices. Training to be provided will include the proper operation of equipment purchased and feature operation. The training will be coordinated with the COR to match the Embassy work schedule.

#### 13. EQUIPMENT RETURN/DEFECTIVE POLICY

If a mobile phone is defective or is being returned, the mobile phone will be exchanged within 48 hours at no charge to the Government. If a BlackBerry device is defective or is being returned, a loan device will be provided within two business days at no charge to the Government.

13.1 The contractor shall advise the Government on the warranty period of any defective or returned device and time taken for determining the defect and service or repair.

#### 14. CUSTOMER SERVICE CENTERS

The contractor is to provide a telephone number for the purpose of reporting equipment problems and malfunction, billing inquiries and/or customer question regarding accounts and/ or services.

#### 15. SURVIVABILITY AND RECOVERY

The contractor shall have a working system of survivability of the network in case of emergency and serious disaster when all networks may be jammed or when parts of the network are destroyed.

The contractor shall have a recovery plan in place that shall deal with such occurrences.

#### 16. OTHER TERMS AND CONDITIONS

16.1 This rates and charges of the services provided by the Contractor is subject to any variation as may be imposed by the relevant authorities with the mutual agreement between the Contractor and the Government and by written modification to the contract.

16.2 The program offered to the government is value \_\_\_\_package. The device subsidy is made available to the Government under the program for both new and existing line(s) registration that is not tied to past performance or promotion. 'Device' means mobile phones, smartphones or PDA's. 'Device subsidy' means the subsidy given by service provider for the device.

16.3 Upon activation of the program under this contract, the Government shall not be entitled to any rebates, offers, discounts or promotions which were previously offered to the Government by the Contractor before the activation date of the program (previous offers). All previous offers will cease to be offered to the Government from the activation date of the program.

16.4 The Government recognizes and acknowledges that the package and device subsidy provided by the contractor is in consideration of the Government subscribing to the program for the contract term. If, prior to the expiration of the contract, the contractor terminates the services of the contract due to breach by the Government in this contract, or if the Government terminates the services before contract term ends, the customer shall, in addition to the charges payable for the services already provided, pay to the contractor the following cessation charges:

- a) Ringgit Malaysia Thirty (RM80.00) per line for every month or part thereof of the unexpired duration of the term (either the base year or the option year) in which the termination is issued for the value plans with device subsidy.

16.5 Title and risk to the devices shall pass from the contractor to the Government upon delivery by the contractor and acceptance by the Government. For the avoidance of doubt, the contractor shall not be responsible for any damages to, theft of or loss of the devices or any other matters or claim in relation to the devices whether directly or indirectly while the devices are in custody with the Government. The Government shall refer all related matters directly to the vendor/supplier from whom the contractor has obtained the devices.

16.6 The contractor and/or its related corporations shall not be liable to the Government or any third party authorized by or claiming through the Government for any loss or damage, claims, liabilities, demands, cost and expense in connection with or arising from provision of the services, program and/or devices that are beyond the control of the contractor. The contractor shall not be liable for all claims or liabilities, whether direct, indirect, special or consequential or for loss of business, revenue or profits or of any nature suffered by the customer, or any person authorized by the customer, or any injury caused to or suffered by a person or damage to the property arising from or occasioned by any act, omission, error, default or delay that are beyond the control of the contractor, its offices, employees and agents in relation to the devices

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (OCT 2008), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4

None

### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (AUGUST 2009)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
[ ] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	<b><u>Clause Number and Title</u></b>
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2) <a href="#">52.203-13</a> , Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ( <a href="#">41 U.S.C. 251 note</a> )).
	(3) – (19) [Reserved].
	(20) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (August 2009) (E.O. 13126).
	(21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
	(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
	(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
X	(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
	(27) <a href="#">52.222-54</a> , Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed
	(28)(i) <a href="#">52.223-9</a> , Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( <a href="#">42 U.S.C. 6962(c)(3)(A)(ii)</a> ). (Not applicable to the acquisition of commercially available off-the-shelf items.)

	(ii) Alternate I (May 2008) of <a href="#">52.223-9</a> (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
	(29) <a href="#">52.223-15</a> , Energy Efficiency in Energy-Consuming Products (DEC 2007) ( <a href="#">42 U.S.C. 8259b</a> )
	30) (i) <a href="#">52.223-16</a> , IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
	(ii) Alternate I (DEC 2007) of <a href="#">52.223-16</a> .
	(31) <a href="#">52.225-1</a> , Buy American Act—Supplies (Feb 2009) ( <a href="#">41 U.S.C. 10a-10d</a> ).
	(32) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
	(ii) Alternate I (Jan 2004) of <a href="#">52.225-3</a>
	(iii) Alternate II (Jan 2004) of <a href="#">52.225-3</a>
	(33) <a href="#">52.225-5</a> , Trade Agreements (MAR 2009) ( <a href="#">19 U.S.C. 2501</a> , <i>et seq.</i> , <a href="#">19 U.S.C. 3301</a> note).
X	(34) <a href="#">52.225-13</a> , Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury)
	(35) – (38) Reserved
	(39) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332)
X	(40) <a href="#">52.232-34</a> , Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ( <a href="#">31 U.S.C. 3332</a> ).
	(41) – (42) Reserved
	(43) (i) <a href="#">52.247-64</a> , Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ( <a href="#">46 U.S.C. Appx. 1241(b)</a> and <a href="#">10 U.S.C. 2631</a> ).
	(ii) Alternate I (Apr 2003) of <a href="#">52.247-64</a> .

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

**52.252-2CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at

<http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

**THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE  
INCORPORATED BY REFERENCE:**

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

**THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:**

**52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than RM1,000.00 mobile phones, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of RM300,000.00;
- (2) Any order for a combination of items in excess of RM300,000.00; or
- (3) A series of orders from the same ordering office within two 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.



#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

#### 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and two (2) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

*The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.*

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the FSN Procurement Specialist.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (a) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to

Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### **SECTION 3 - SOLICITATION PROVISIONS**

#### **FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).**

##### **ADDENDUM TO 52.212-1**

**A. SUMMARY OF INSTRUCTIONS.** Each offer must consist of the following:

A.1. SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

A.2. INFORMATION. Information demonstrating the offeror's / quoter's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Government) who understands written and spoken English and Bahasa Malaysia;
- (2) Evidence that the offeror / quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror / quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror / quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (6) Information on Connectivity within Malaysia.
- (7) List of international roaming contracts.
- (8) Offeror is required to provide a copy of the Rate Plan Subscription
- (9) Offeror is required to provide a price list for accessories.
- (10) Evidence that the contractor has a recovery plan in the event of an emergency or disaster.

Any other written information that will provide proof of technical and financial responsibility of the company, i.e. a company brochure, technical proposal, client list, financial statement, etc.

**A.3. IF REQUIRED BY THE SOLICITATION, PROVIDE EITHER:**

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**52.237-1**

***Site Visit (APR 1984)***

The site visit/pre proposal conference will be held on April 29, 2010 *at 14:00 hours at United States Embassy's Multi Purpose Hall.*

Prospective offerors/quoters should contact David J. Kloesel or Andrew Santiago for additional information or to arrange entry to the building.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS  
ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-060

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and post award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Robert R. Kuntz, at Tel: 603-2168 5010 and fax: 603-2168 4961** For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State,

Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6,  
Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.



## SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror / quoter who is a responsible contractor. The evaluation process shall include the following:

- (a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.
- (b) TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. The Government reserves the right to conduct a field test of the quoter's network within Malaysia to ensure adequate connectivity.
- (c) PRICE EVALUATION. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- (d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

**52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (August 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

- (b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs\_\_\_\_\_.

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

☒ (i) The offeror will not supply any end product listed in paragraph (i)(1) of his provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#) [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(C\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1)Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(End of Clause)



**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

**652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)**

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

**652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)**

**(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:**

Category	Yes/No	Number
<b>(1) United States citizens or residents</b>		
<b>(2) Individuals hired in the United States, regardless of citizenship</b>		
<b>(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws</b>		Local nationals: _____  Third Country Nationals: _____
<b>(4) Local nationals or third country nationals where contract performance takes place in a country <i>where there are</i> local workers' compensation laws</b>		Local nationals: _____  Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Malaysia

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)